United States of America

BEFORE THE FEDERAL SERVICE IMPASSES PANEL

In the Matter of DEPARTMENT OF THE NAVY NAVAL SEA SYSTEMS COMMAND SUPERVISOR OF SHIPBUILDING, CONVERSION AND REPAIR GULF COAST PASCAGOULA, MISSISSIPPI and LOCAL R5-315, NATIONAL ASSOCIATION OF GOVERNMENT EMPLOYEES, SERVICE EMPLOYEES INTERNATIONAL UNION	Case No. 08 FSIP 79

DECISION AND ORDER

Local R5-315, National Association of Government Employees (NAGE), Service Employees International Union (Union), filed a request for assistance with the Federal Service Impasses Panel (Panel) to consider a negotiation impasse under the Federal Service Labor-Management Relations Statute (Statute), 5 U.S.C. § 7119, between it and the Department of the Navy, Naval Sea Systems Command, Supervisor of Shipbuilding, Conversion and Repair Gulf Coast, Pascagoula, Mississippi (Employer or SUPSHIP).

After investigation of the request for assistance, the Panel determined that the dispute, which initially involved an impasse over parts or all of eight articles in the parties' first collective-bargaining agreement (CBA) since two previous locals (Local R5-125 and Local R5-190) were consolidated into Local R5-315,[1/] should be resolved through an informal conference with Panel Member Grace Flores-Hughes. The parties were

1/ In 2003, the Employer disestablished SUPSHIP New Orleans and SUPSHIP Pascagoula to create SUPSHIP Gulf Coast. Prior to the creation of SUPSHIP Gulf Coast, Local R5-190 represented SUPSHIP New Orleans and Local R5-125 represented SUPSHIP Pascagoula.

informed that if a settlement were not reached, Member Flores-Hughes would notify the Panel of the status of the dispute, including the parties' final offers and her recommendations for resolving the impasse. After considering this information, the Panel would resolve the matter by taking whatever action it deemed appropriate, which could include the issuance of a binding decision.

Pursuant to the Panel's procedural determination, Member Flores-Hughes convened a meeting with the parties on November 17 and 18, 2008, at the Panel's offices in Washington, D.C. During the course of the informal conference, the parties were able to resolve their impasse over one article and three sections of another[2/]; they also revised their proposals on issues in a number of the other articles. The Panel has now considered the entire record, to include the parties' final offers on the remaining articles and their post-conference supporting statements of position.

BACKGROUND

The Employer's mission is to administer contracts for the construction of new ships. The Quality Assurance Department provides oversight inspection for shipbuilding performed by Northrop Grumman. Employees are charged with inspecting ships for quality and ensuring that the contractor complies with Department of Defense requirements. There are approximately 185 professional and non-professional employees in the bargaining unit represented by the Union. Typical bargaining-unit positions are engineer, quality assurance specialist and contract specialist. The CBAs between Local R5-125 and SUPSHIP Pascagoula, and Local R5-190 and SUPSHIP New Orleans, have expired but their terms continue to govern the parties until their initial CBA is effectuated.

ISSUES

The parties disagree over the following subjects and article sections: (1) unit employees' privacy rights in Article 4: Employee Rights - § 9.b., c., & d.; § 10; § 11; (2) the facilities provided to unit employees in Article 10: Facilities - §§ 1, 2 & 3; (3) the application of insecticides in office spaces during working hours in Article 27: Safety, Health and

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2/ The parties' reached agreement on Article 33: Performance Evaluation - §§ 2 & 3, and Article 27: Safety, Health and Industrial Hygiene - §§ 2, 6, & 10.

Industrial Hygiene - § 12; (4) the rights of unit employees and Union representatives during counseling sessions in Article 39: Disciplinary and Adverse Actions - § 9.A. & B.; (5) the extent to which information should be provided to the Union concerning support contractors in Article 42: Contractual Work - §§ 6, 7, 8 & 9; (6) the submission of items of general interest by the Union for inclusion in the "Plan of the Week" (POW) in Article 44: Bulletin Boards and Publicity - § 2; and (7) Union representation on the Executive Steering Committee (ESC) in Article 46: Assignment to Committees and Meetings - §§ 1, 2, & 3.

POSITIONS OF THE PARTIES

1. Article 4: Employee Rights - § 9.b., c., & d.; § 10; § 11

a. The Union's Position

The Union proposes that the following wording be included in the parties' CBA:

> § 9.b. Consistent with the employer's responsibilities under the Privacy Act and Freedom of Information Act (FOIA), personal information such as performance, leave or training data of particular employees shall not be publicly posted. Neither shall a member of management discuss an employee's personal affairs, records, leave status, or other personal information with anyone who does not have a need to know. c. The Employer will only use employee Social Security numbers when required by law, regulation, or executive order. d. Employees have the right to inspect and receive copies of all information maintained by any member of management upon written request. This right extends to employees' duly appointed union representatives.
>
> § 10. Employees have the right, consistent with applicable laws (e.g. the Hatch Act, the Privacy Act, the Health Insurance Portability and Accountability Act, and government-wide regulations relating to security and information technology) regardless of union membership to present their views to Congress, the Executive Branch, and other authorities or to the public, and consistent with applicable law and government-wide regulations, exercise their First Amendment rights without fear of penalty or reprisal.

> § 11. [Bargaining-unit employees] will be respectful of [S]enior [E]xecutive employees and military personnel as is customary in a particular work environment. However, in no instance will a BUE be disciplined for failure to come to attention or salute the presence of these officials.

The wording it proposes for § 9.b. "is a reasonable means to address employee concerns about past management actions" such as the public posting of employees' private information, actions which "could occur again at any time." The Union's proposal also acknowledges that some disclosure may be required by FOIA and the Privacy Act. Its proposal for § 9.c. is a reasonable measure to protect employees from identity theft by limiting the Employer's use of Social Security numbers only to those instances where it is required to do so by law, regulations, or executive orders, and is similar to provisions in other Federal labor agreements. Its proposed wording in § 9.d. would permit employees to access information in "unofficial" personnel files maintained by managers and also has been placed in other Federal labor agreements.

The Union's proposal for § 10 is "drawn from" the national CBA between NAGE and the Department of Veterans Affairs and would ensure that employees can provide information to oversight bodies and the public. Similar protections would be useful for SUPSHIP employees "who have direct experience with how well, or how poorly, Navy contractor's are building our nation's warships," and whose supervisors follow a policy of requiring employees who have witnessed questionable practices to receive higher level approval before reporting such practices to outside authorities. Finally, its proposed wording for § 11 is necessary to address an "arbitrary management policy" of requiring unit employees to stand at attention when in the presence of Senior Executive employees and military personnel. It would provide appropriate respect for such officials while protecting employees from discipline if they fail to come to attention.

b. <u>The Employer's Position</u>

The Employer's proposed wording for § 9.b., c., and d. and § 11 is as follows:

> § 9.b., c., and d. The Employer recognizes its responsibility to protect the privacy of employees. The Employer's collection and disclosure (to include posting) of personal information concerning employees

> will be consistent with the provisions of the Privacy Act and the Freedom of Information Act. The Employer will only use employee Social Security numbers when required by law, regulation, or [e]xecutive order.
>
> § 11. Senior Executive employees and military personnel will be shown respect in a manner that is customary in a particular work environment.

The Panel also should order the Union to withdraw its proposal concerning § 10. In its view, the Union has not demonstrated a need for its proposals under this Article, all of which involve changes from the SUPSHIP Pascagoula CBA. The Union's proposed wording for § 9.b. is inaccurate and confusing because it does not clearly differentiate personal data, such as name, occupation, salary and performance awards, the public release of which is required under government regulations, from other types of personal information which are protected under FOIA and the Privacy Act. Its adoption also could lead to false expectations on the part of unit employees. The Union's proposal for § 9.c. is incorporated into the Employer's proposal, while the wording it proposes for § 9.d. is overly broad because it does not take into account the exemptions on the disclosure of information built into the Privacy Act. Moreover, the Union has not cited examples that support the need for greater access to personal information than is required under current law, and Merit Systems Protection Board (MSPB) case law already requires that any information relied upon in an adverse action case must be released to an employee. The Union's wording for § 10 addresses complex legal issues in a simplistic and misleading manner, e.g., whether complaints to Congress are protected is subject to the requirements of the Whistleblower Protection Act, the First Amendment does not protect an employee from discipline for making inappropriate remarks in the workplace, and HIPPA has nothing to do with an employee's right to petition higher authority. Finally, the Union's proposal in § 11 is an unwarranted over-reaction to a one-time incident. Its adoption is unnecessary because no employee has ever been disciplined for failing to come to attention or salute the presence of Senior Executive employees or military personnel.

CONCLUSIONS

Having carefully considered the evidence and arguments presented by the parties in support of their positions concerning the remaining sections in this Article, we shall order: (1) the adoption of the Employer's proposals to resolve

the disputes over § 9.b., c., and d. and § 11; and (2) that the Union withdraw its proposal for § 10. The Employer's proposal covering § 9.b., c., and d. adequately protects employee privacy through wording that is clear and consistent with law and regulation, and its proposal for § 11 addresses the Union's concerns in a manner that is flexible enough to apply to different work environments. While wording on these issues similar to the Union's may have been mutually agreed to by other Federal sector parties, the Union has cited only isolated instances of previous management actions to support the need for including its lengthy proposals on employee privacy and the presentation of employee views to the public in the parties' new CBA.

2. Article 10: Facilities - §§ 1, 2 & 3

a. The Union's Position

The following is proposed by the Union:
§ 1. The Union recognizes that the Employer is a tenant of contractor-provided facilities and that the Employer owns no real property. Facilities, such as office spaces, are provided to the Employer by the contractor at the contract specified work site. The Employer will make every effort to assure that contractor-provided facilities are reasonable, adequate and safe, subject to inspection by the Union. **Office space shall be sized as agreed by the parties.**

§ 2. The Employer will make every effort to ensure that adequate parking spaces at the New Orleans, Pascagoula, and other work locations are reasonably available for all employees. **The distribution of drive-in passes will be the subject of bargaining by the parties.**

§ 3. **Due to possible contractual liability to the Employer, it is the Employer's responsibility to resolve and/or enforce facility requirements with contractors. The Employer agrees to do all that is necessary and within [its] authority to solve facilities issues in a timely manner.** [Only the bolded wording is in dispute.]

Its last sentence in § 1 would "allow the Union to address issues of office space immediately" as well as "vacant offices when no bargaining-unit employees are moved," and is comparable

to wording in the Pension Benefit Guaranty Corporation/NAGE CBA that addresses allocations of vacant office space. Similarly, the Union's last sentence in § 2 "is a reasonable means of addressing" the fact that parking space at the New Orleans and Pascagoula facilities is limited. Its proposal for § 3 would permit employees to hold the Employer accountable for any failure to provide the facilities to which SUPSHIP is entitled under its tenancy contracts. The wording is necessary because the Employer has failed to ensure that the landlord provides unit employees with facilities comparable to those given to other personnel, as required in its tenancy agreements.

b. The Employer's Position

The Panel should order the Union to withdraw the additional sentences it proposes in §§ 1 and 2, and offers the following proposal for § 3:

> § 3. Due to possible contractual liability to the Employer, employees may not address contractor facilities with the contractor. However, Union concerns with respect to contractor provided facilities will be brought to the Employer for resolution. The Employer is responsible for resolving and/or enforcing facility requirements and will advise appropriate Union officials concerning such matters when the facility requirements affect bargaining-unit employees. The Agency will designate a management point of contact to advise Union officials regarding specific facility issues of concern to the Union.

The last sentence of the Union's proposal in § 1 is unreasonable because it would permit the Union to bargain over the moving of employees to contractor occupied spaces that may become vacant in the future regardless of whether unit employees are adversely affected. Furthermore, the Employer does not own the office space and often does not control its use. Its last sentence in § 2 also should be withdrawn because any Union proposals regarding the distribution of parking passes should have been submitted during the current negotiations rather than as a reopener provision requiring future bargaining. The Employer's approach on these matters would continue the *status quo* and protects the Union's bargaining rights in the event of changes. Its proposal on § 3 should be adopted because it addresses the Union's concerns about contractor-provided facilities without repeating the wording from previous sections

of the Article that already have been agreed upon by the parties.

CONCLUSIONS

After a thorough examination of the record created by the parties in support of their respective proposals and positions on these sections, we shall order: (1) the Union to withdraw the additional sentences it has proposed in §§ 1 and 2; and (2) the adoption of the Employer's proposal for § 3. The Union's last sentence in § 1 is unwarranted because it would require the Employer to negotiate even where unit employees may not be adversely affected. The additional sentence in § 2 would permit the Union to reopen the CBA to negotiate over issues that should have been addressed during their current bargaining. Finally, we prefer the Employer's proposal for § 3 because it establishes specific procedures to address facility issues of concern to the Union.

3. Article 27: Safety, Health and Industrial Hygiene - § 12

a. The Union's Position

The Union's proposal is the following:

> § 12. There will be no application of insecticides and other like chemicals in office spaces during working hours, this shall include other chemicals such as paint, carpet glue, HVAC cleaning agents, and similar construction or maintenance chemicals. Whenever pesticides are used, the Safety Representatives, as well as employees will receive advance notice about the application. Individuals with special health needs and pregnant women will be reasonably accommodated.

Its proposed wording is justified because the Employer "continues to subject employees to pesticide hazards without warning or notice." While management has stated that its landlord refuses to provide schedules or restrict the hours it will spray, "it has refused to pursue the matter further." The adoption of its proposed wording would permit the Union to pursue remedies if the Employer continues to be unwilling or unable to address the application of pesticides during work hours, a health and safety issue of vital importance to employees. Moreover, similar provisions exist in at least two other Federal sector CBAs.

b. The Employer's Position

The following is proposed by the Employer:

> § 12. The Employer will endeavor to ensure that all contractor pesticide applications in employee work spaces are conducted in a safe manner consistent with applicable manufacturer requirements.

Its proposal addresses the reality that management has limited authority to control whether employees will be notified in advance when pesticides are to be applied, and the fact that the contractor will not restrict pesticide application to off duty hours. Under the circumstances, third-party contractor compliance with Material Safety Data Sheet requirements is the most that can be expected concerning contractor-provided facilities. In addition, the Union has failed to present any evidence that pesticides "have been used in a manner inconsistent with safety requirements." Its proposal also should not be adopted because it uses a term, "reasonably accommodated," with a specific legal meaning that is not being applied in the proper context.

CONCLUSIONS

Having carefully considered the record on this issue, we shall order the parties to adopt the Employer's proposal to resolve the impasse. It acknowledges the limitations inherent in SUPSHIP Gulf Coast's relationship with Northrop Grumman while the Union's proposal does not. The Union also has provided no evidence to substantiate its contention that employees have been exposed to health hazards at the work site.

4. Article 39: Disciplinary and Adverse Actions - § 9.A. & B.

a. The Union's Position

The Union proposes the following:

> § 9.A. Counseling shall be reasonable, fair, and used in a manner to encourage an employee's improvement in areas of conduct and performance. At any session where an employee has a right to union representation the employee shall be advised of that right at the beginning of the session. When managers provide verbal counseling, the counseling will be conducted in a private interview with the concerned employee and,

> when requested, their union representative. If there is more than one management official involved in the counseling session, the employee will be notified in advance, and management will notify the employee that she may have a union representative at the session.
>
> § 9.B. If a supervisor decides to keep notes on an employee, the notes may only be used to support disciplinary action if copies of the notes have been provided to the employee at the earliest available time after the notes are made.

Its proposal in § 9.A. addresses the problem of employee intimidation during counseling sessions by entitling them to Union representation. The wording also would permit employees to cope with the stressful situation where counseling sessions become investigations without any prior notice. The proposal for § 9.B. would provide employees with access to all information kept on them by managers "prior to their use," but is "sufficiently flexible" to permit supervisors to use informal notes to refresh memory or record events "in an appropriate fashion."

b. The Employer's Position

The Panel should order the Union to withdraw its proposals. Performance counseling has already been addressed by the parties in a different article, so the portion of the Union's proposal concerning § 9.A., that references performance, is unnecessary. The Union's proposed wording also inappropriately mixes counseling with discipline, formal discussions and Weingarten rights, and would turn every counseling session into a potential confrontation between the employee, a Union representative, and the supervisor. Further, the requirement that all counseling be used in a manner to encourage an employee's improvement interferes with management's discretion to use counseling sessions in other ways that may be more appropriate. Its proposal for § 9.B. would require supervisors to prematurely disclose notes, regardless of what they may contain, in every instance or be in violation of the contract. It also would cause unnecessary contention in the workplace in circumstances where employees are already adequately protected, *i.e.*, MSPB case law requires that any information relied upon in an adverse action case must be released to an employee.

CONCLUSIONS

Upon thorough examination of the parties' positions on this issue, we shall order the Union to withdraw its proposals. While it contends that employees should be entitled to Union representation in counseling sessions to address alleged employee intimidation, it has provided no evidence that the problem exists. Nor has it provided evidence that employees have been adversely affected by the fact that supervisors keep notes on employees. Thus, it has failed to demonstrate the need for its proposals.

5. Article 42: Contractual Work - §§ 6, 7, 8 & 9

a. The Union's Position

The Union's proposal is as follows:

> § 6. The names and contact information of each of the SUPSHIP support contractor's Contracting Officer Representatives (CORs) shall be provided to the Union upon request. Management shall assist the Union in obtaining the names and contact information of CORs of other activities.
>
> § 7. A complete list of SUPSHIP support contractors shall be furnished to the Union upon request. The list shall include the contractor's contact information and employer.
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> § 8. In no case shall SUPSHIP provide support contractors facilities superior to those provided [bargaining-unit employees] who have similar positions or duties.
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> § 9. The Agency shall provide the Union with their current policy on hiring contractor personnel. The Agency will provide the Statements of Work (SOW) for all contractors. The Union will report any violations of the SOW to the Agency for appropriate action.

The Union's proposal for § 6 "addresses concerns about contract compliance issues" and would permit the Union to communicate with government employees (CORs) who can deal with contractors, as the Union is prohibited from communicating with contractors directly. Its adoption would make communication with contractors "less prone to error" and provide information to the

Union that the Employer has refused to give under section 7114(b)(4) of the Statute. Its proposed wording for §§ 7 and 9 addresses the Union's concern that some support contractors are performing duties that should be assigned to bargaining-unit employees by requiring management to identify them and allowing the Union to present these issues to management when they arise. The Union also has ongoing concerns regarding the relative quality of the facilities provided to government employees and contractors, and its proposal for § 8 "would require SUPSHIP to provide bargaining-unit employees [] with comparable facilities to support contractors under SUPSHIP's control." Its adoption is also supported by prior disputes the Union has had with management over this issue that were brought before the Panel. The proposed wording for § 9 should be adopted because the Employer previously has refused to provide requested information regarding its current policy on hiring contractor personnel and SOWs under section 7114(b)(4) of the Statute.

b. The Employer's Position

The Panel should order the Union to withdraw its proposals concerning this article. They all involve changes from the SUPSHIP Pascagoula CBA that are not justified. More specifically, §§ 6, 7 and 9, which involve requests for information regarding SUPSHIP contractors and other contractors working at the facility, are an attempt to circumvent statutory requirements. There are other more appropriate means of obtaining the information, *i.e.*, through section 7114(b)(4) of the Statute, which requires the Union to demonstrate a need for the information, or FOIA. Nor has the Union presented any evidence to support the need for the wording it proposes in § 8. Moreover, "facilities that are furnished to contractor support personnel are, for the most part, not provided by SUPSHIP."

CONCLUSIONS

Having carefully examined the record established by the parties on these issues, we shall order: (1) the Union to withdraw its proposals on §§ 6, 7 and 9; and (2) the adoption of the following wording on § 8: "To the extent of its discretion, the Employer shall ensure that its support contractors are not provided facilities superior to bargaining-unit employees who have similar positions or duties." With respect to §§ 6, 7 and 9, the Union already is entitled to request the information it seeks under section 7114(b)(4) of the Statute and FOIA, and we are not persuaded that it also needs contractual entitlements to such information. The wording imposed in § 8 addresses the

Union's concern about the relative quality of facilities provided to government employees and contractors but acknowledges the limitations on the Employer's ability to take actions in circumstances where it does not have ultimate control.

6. Article 44: Bulletin Boards and Publicity - § 2

a. The Union's Position

The Union proposes that it be permitted to "submit items of general interest to the Employer for inclusion in the Plan of the Week." Management has failed to show that the POW is "functionally distinguishable" from a predecessor publication, the *SUPSHIP News and Views*, which the Union had access to under previous CBAs, so there is "no need to change this practice." In addition, because the proposal does not require the Employer to publish the items of general interest submitted by the Union, it "imposes only a minimal burden on the Agency."

b. The Employer's Position

The Panel should order the Union to withdraw its proposal. The POW is the SUPSHIP Commanding Officer's means of direct communication with subordinates regarding the command calendar, command functions, training courses, and other significant command events, "and is not an appropriate forum for Union items of general interest." If the Union wishes to communicate with employees regarding such matters, the Employer already has agreed in other sections of this Article to provide it with bulletin boards, a folder on the SUPSHIP's mail server, and email for representational use.

CONCLUSIONS

On this issue, we shall order the adoption of a modified version of the Union's proposal to resolve the dispute. While the POW originally may have been created to provide the SUPSHIP Commanding Officer a means of direct communication with subordinates regarding the command calendar, command functions, training courses, and other significant command events, the Union has provided evidence that items of general interest also have been included. For this reason, consistent with the Union's stated intent, we shall impose wording that permits it to submit items of general interest but makes clear that the Employer would have the sole discretion to determine whether to include the item in the POW.

7. Article 46: Assignment to Committees and Meetings - §§ 1, 2, & 3

a. The Union's Position

The Union's proposed wording for the disputed sections is as follows:

> § 1. The Executive Steering Committee (ESC) is an established Committee to which the Union will continue to be allowed two (2) voting members and one (1) observer. The Union will provide input to other standing and future committees' proceedings. Management will duly consider the Union's position input/concerns before making a final decision. The Union will have votes on the ESC or its replacement committee only.
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> § 2. Committee members shall be subject to applicable law, provisions of pertinent regulations and activity instructions governing functions and tenure of the committee(s).
>
> § 3. Union participation in a committee or meeting does not constitute a waiver of bargaining rights.

Union representation on the ESC is appropriate because the Committee may act to affect terms and conditions of employment even though ESC exercises some management rights and functions. The adoption of its proposal would merely maintain the *status quo* enjoyed by NAGE Local R5-125 prior to the creation of SUPSHIP Gulf Coast when it had membership and voting rights on SUPSHIP Pascagoula's ESC.

b. The Employer's Position

The Panel should order the Union to withdraw its proposals under this Article. Previous contract provisions requiring Union participation in the ESC were implemented under the Clinton Administration's partnership policy. Their continuation is inappropriate in the current circumstances because the ESC is responsible for strategic planning, budget formulation, and other deliberative processes leading to the exercise of management's rights under the Statute. Under FLRA case law, union proposals requiring participation in such activities are outside an employer's duty to bargain.

CONCLUSIONS

After reviewing the parties' positions on whether the Union should be permitted to have representatives on the ESC, we shall order the Union to withdraw its proposals. Apart from the question of their negotiability, the Union's previous participation resulted from an agreement between the parties to engage in partnership. It would be inappropriate to impose partnership on an unwilling party.

ORDER

Pursuant to the authority vested in it by the Federal Service Labor-Management Relations Statute, 5 U.S.C. § 7119, and because of the failure of the parties to resolve their dispute during the course of proceedings instituted under the Panel's regulations, 5 C.F.R. § 2471.6(a)(2), the Federal Service Impasses Panel under § 2471.11(a) of its regulations hereby orders the following:

1. **Article 4: Employee Rights - § 9.b., c., & d.; § 10; § 11**

The parties shall adopt the Employer's proposals; the Union shall withdraw its proposal on § 10.

2. **Article 10: Facilities – §§ 1, 2 & 3**

The Union shall withdraw the additional sentences it has proposed in §§ 1 and 2 beyond what the parties have agreed upon; the parties shall adopt the Employer's proposal on § 3.

3. **Article 27: Safety, Health and Industrial Hygiene – § 12**

The parties shall adopt the Employer's proposal.

4. **Article 39: Disciplinary and Adverse Actions – § 9.A. & B.**

The Union shall withdraw its proposals.

5. **Article 42: Contractual Work – §§ 6, 7, 8 & 9**

The Union shall withdraw its proposals on §§ 6, 7, & 9; the parties shall adopt the following wording on § 8:

> To the extent of its discretion, the Employer shall ensure that its support contractors are not provided

facilities superior to bargaining-unit employees who have similar positions or duties.

6. Article 44: Bulletin Boards and Publicity – § 2

The parties shall adopt the following wording:

The Union may submit items of general interest to the Employer for inclusion in the Plan of the Week (POW). The Employer will evaluate the suitability of any general interest items submitted and has the authority to determine whether to include them in the POW.

7. Article 46: Assignment to Committees and Meetings – §§ 1, 2, & 3

The Union shall withdraw its proposals.

By direction of the Panel.

H. Joseph Schimansky
Executive Director

December 22, 2008
Washington, D.C.